

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7312

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 5, 2023. LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

<u>PROSPECTUS NOTE:</u> The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, ATLANTA MANAGEMENT UNIT, for certain timber on the following described lands:

Decoy Jack Pine (54-011-23) / T32N, R02E, SEC. 11, E1/2SW,SWSE.

T32N, R02E, SEC. 14, NENW.

T32N, R02E, SEC. 2, SESW, SE.

Montmorency County, Advertised Price \$29,070.25, 67.9 Acres, Jack Pine, Hardwood.

SALE NOTE: Good access as well as operating conditions. The Sale Area contains multiple different recreational trails which are within and adjacent to the timber sale. See Operating Caution Spec. No new roads will be allowed within the sale area. Whole tree skidding required.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Duck & Cover Aspen (54-014-23) / T38N, R01W, SEC. 36, N1/2NE,SWNE.

Cheboygan County, Advertised Price \$21,125.65, 23.5 Acres, Aspen, Hardwood.

SALE NOTE: Some minor road work such as brushing will be needed to access sale area. Overall good access from Alpena State Rd/Kasprzak Rd. An ORV Trail is along the south boundary but is not within the sale area. Soft Oak wilt restrictions due to close proximity of Oak in retention and the adjacent stands.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Wilds Road Aspen Mix (54-007-22) / T29N, R09E, SEC. 29, SENW,N1/2SW.

T29N, R09E, SEC. 32, NENE.

T29N, R09E, SEC. 33, NWNW, S1/2NW, NESW.

Alpena County, Advertised Price \$58,403.75, 51.4 Acres, Aspen, Hardwood.

SALE NOTE: There is an Oak Wilt Restriction on Payment Units 4 and 5. Refer to sale spec 5.2.3.5 - Oak Wilt Restriction for details.

Hard Bottom Mix (54-020-22) / T36N, R02E, SEC. 27, NENW,S1/2NW,W1/2NE,SW,SWSE. Presque Isle County, Advertised Price \$29,102.55, 77.5 Acres, Hardwood, N White Cedar.

SALE NOTE: Within Payment Units 1-4, cutting, skidding and hauling are limited to very dry or frozen ground conditions (see spec 5.2.3.1). In order to establish usable/operable access to Payment Units 2 and 3, it is required that Payment Unit 1 be harvested first (see spec 3.6.1). Note that there are some challenging operational conditions and long skidding/hauling distances in Payment Units 1-3. Although lowland conditions are common throughout the Sale Area, there tended to be a cobble and/or hard rock bottom just below the soil substrate.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

#### BID INSTRUCTIONS (VER. 10/10/2022):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on December 5, 2023. For further information concerning this sale, contact Matt Foster at 989-619-5921 extension.

#### 2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

#### 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

#### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 12. Certification and Chain-of-Custody (10/22)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### 13. Good Neighbor Authority (GNA) Requirements (10/22)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.
- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

Scott Bowen Director

#### TIMBER SALE INFORMATION

#### Decoy Jack Pine (54-011-23)

T32N, R02E, SEC. 11; T32N, R02E, SEC. 14; T32N, R02E, SEC. 2.

Montmorency County (Advertised Price \$29,070.25)

SALE NOTE: Good access as well as operating conditions. The Sale Area contains multiple different recreational trails which are within and adjacent to the timber sale. See Operating Caution Spec. No new roads will be allowed within the sale area. Whole tree skidding required.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Jack Pine	15.1	MBF	\$	45.00 / MBF
Red Pine	36.4	MBF	\$	143.00 / MBF
White Oak	11.8	MBF	\$	88.00 / MBF
White Pine	4.1	MBF	\$	153.00 / MBF
Pulpwood				
Balsam Fir	2	Cords	\$	28.05 / Cord
Jack Pine	934	Cords	\$	12.20 / Cord
Mixed Oak	136	Cords	\$	34.70 / Cord
Quaking Aspen	28	Cords	\$	28.30 / Cord
Red Maple	18	Cords	\$	28.45 / Cord
Red Pine	85	Cords	\$	42.05 / Cord
White Pine	15	Cords	\$	31.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.03 percent. There are an estimated 1,332 cords on this timber sale, plus or minus 134 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,454.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

(c) I dyfficht for cach of the following drifts in	idst be made before editing begins in that drift.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	42.2%
02	13.7%
03	44.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	VOLUME		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS PERCENT ERRO		MINIMUM	MAXIMUM			
105,190	1,332	10.03%	1,198	1,465			

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
15	15,678	198	37.63%	124	273
20	35,310	447	21.38%	351	543
38	54,202	686	11.42%	608	764
TOTAL:	105,190	1,332		1,083	1,580

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
15	10.8	2	10.8
20	24.7	1	24.7
38	32.4	3	32.4
TOTAL:	67.9		67.9

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	4.2	MBF	24.7	\$12,267.70
	Red Pine		27.9	MBF		
	Jack Pine	Pulpwood	280	Cords		
	Mixed Oak		59	Cords		
	Northern Pin Oak	Sawtimber	4.3	MBF		
	Northern Pin Oak	Pulpwood	46	Cords		
	White Oak		4	Cords		
	Red Maple		11	Cords		
	Red Pine		55	Cords		
2	Jack Pine	Sawtimber	6.0	MBF	10.8	\$3,972.75
	Red Pine		5.3	MBF		
	Jack Pine	Pulpwood	140	Cords		
	Mixed Oak		9	Cords		
	Northern Pin Oak		9	Cords		
	Red Pine		19	Cords		
	White Pine		4	Cords		
3	Jack Pine	Sawtimber	4.9	MBF	32.4	\$12,829.80
	Red Pine		3.2	MBF		
	White Oak		11.8	MBF		
	White Pine		4.1	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Jack Pine		514	Cords		
	Mixed Oak		68	Cords		
	Northern Pin Oak		38	Cords		
	White Oak		30	Cords		
	Quaking Aspen		28	Cords		
	Quaking Aspen	Sawtimber	6.2	MBF		
	Quaking Aspen	Pulpwood	16	Cords		
	Red Maple		7	Cords		
	Red Pine		11	Cords		
	White Pine		11	Cords		
		TOTAL:	67.4	MBF		

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#### Sale Specific Conditions & Requirements

Sale Name: Decoy Jack Pine Sale Number: 54-011-23 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundaries are marked and identified by red paint along with two unpainted roads. Exterior sale boundary lines against state are marked with red paint. Millersburg and Tomahawk Creek Roads are unpainted sale boundaries in Payment Units 1-3. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except trees marked with timber teal paint. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

The Sale Area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping to minimize the amount of residual slash. If market conditions limit the practicality of chipping the following is required: Tops must be cut into lengths 4 feet or less and trees greater than 4 inches at DBH must be cut to a 2-inch top or smaller. Sub-merchantable trees, and hardwood limbs 4 inches or greater where they attach to the stem, are to be cut/reduced to 4-foot lengths. Tops and slash must also be spread evenly across the sale. This is to speed the breakdown of tops and slash. The requirement to retain approximately 1/6 to 1/3 of treetops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

To not delay follow-up cultivation work, this work must be completed within 30 days of severing stems. No additional Payment Units can be entered until other Payment Units are considered complete and in compliance with specification 2.2.2.

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 2.2.4 - Skidding length (2/14)

Tree length skidding is required in all Payment Units during periods without frozen ground or snow. This is to maximize scarification and promote natural jack pine establishment.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) over \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with timber teal paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each special protection tree cut or

damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped, utilized or otherwise removed from the sale.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Only skid trails and landings will be allowed. Within Payment Unit 3, there is a road that will need to be closed once the Payment Unit is complete. See the Timber Sale Map for the location of the road.

## 5 - Operations

#### 5.1 - Notification

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-3, cutting, skidding, and hauling occur during October 1 through April 1. The reason for the recommendation is to reduce any potential conflicts with recreational users, as the area contains high ORV traffic throughout the summer.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Stumps removed for landings or widening of trails may be used to block off landings.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.39 - ORV trail/route protection (4/18)

The Atlanta ORV trail is present within the Timber Sale Area and is shown on the Timber Sale Map. Do not damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail will only occur in locations approved by the Sale Administrator.

#### 5.2.40 - Pathway protection (10/10)

The High Country Pathway is a non-motorized trail and is shown on the Timber Sale Map. Do not cut or damage posts or trees with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. The trail is the boundary of Payment Unit 1 and will not need to be crossed.

#### 5.2.41 - Snowmobile trail protection (9/11)

LP\_9 is a snowmobile trail that is within the Sale Area and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow-covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.8 - Protection of Endangered Species

#### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to August 15. Purchaser must notify DNR staff at least five (5) days before moving equipment into the Sale Area to allow staff to determine if this restriction is necessary. This is only applicable if moving into the sale between May 1 and August 15.

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Millersburg Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

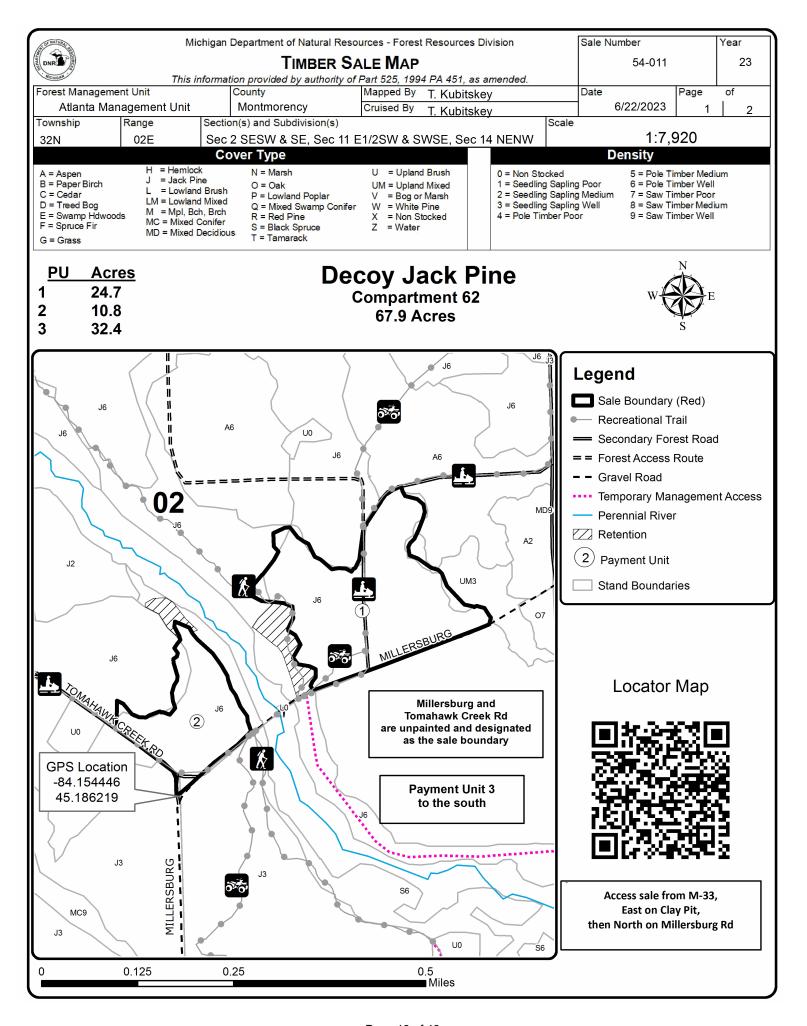
#### 6.2.2 - Snowmobile trail posting (10/20)

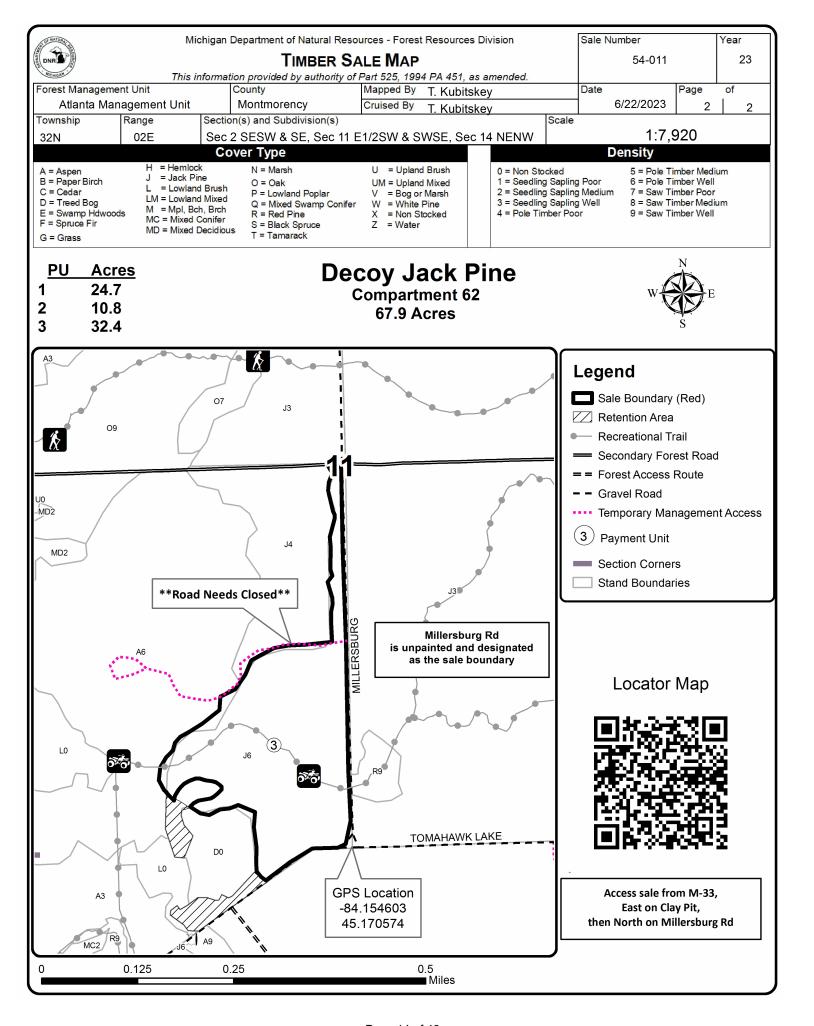
The Purchaser is responsible for posting and maintaining caution signs on LP\_9 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on the Atlanta ORV Trail and the High Country Pathway prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 10/25/2023 1:31:48PM





#### TIMBER SALE INFORMATION

#### <u>Duck & Cover Aspen (54-014-23)</u> T38N, R01W, SEC. 36.

Cheboygan County (Advertised Price \$21,125.65)

SALE NOTE: Some minor road work such as brushing will be needed to access sale area. Overall good access from Alpena State Rd/Kasprzak Rd. An ORV Trail is along the south boundary but is not within the sale area. Soft Oak wilt restrictions due to close proximity of Oak in retention and the adjacent stands.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Black/Red (Hybrid) Oak	17.4	MBF	\$	146.00 / MBF
Red Pine	11.6	MBF	\$	143.00 / MBF
White Pine	16.9	MBF	\$	153.00 / MBF
Pulpwood				
B. T. Aspen	300	Cords	\$	28.30 / Cord
Black/Red (Hybrid) Oak	93	Cords	\$	34.70 / Cord
Mixed Hardwood	14	Cords	\$	28.45 / Cord
Red Pine	35	Cords	\$	42.05 / Cord
White Pine	24	Cords	\$	31.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.58 percent. There are an estimated 595 cords on this timber sale, plus or minus 122 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,056.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER 01 PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME		VOLUME		STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM		
46,977	595	20.58%	472	717	

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
42	46,977	595	20.59%	472	717
TOTAL:	46,977	595		472	717

# **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
42	23.5	1	23.5
TOTAL:	23.5		23.5

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black/Red (Hybrid	Sawtimber	17.4	MBF	23.5	\$21,125.65
	Red Pine		11.6	MBF		
	White Pine		16.9	MBF		
	B. T. Aspen	Pulpwood	300	Cords		
	B. T. Aspen	Sawtimber	37.8	MBF		
	B. T. Aspen	Pulpwood	224	Cords		
	Black/Red (Hybrid		93	Cords		
	Mixed Hardwood		14	Cords		
	Paper Birch		4	Cords		
	Red Maple		10	Cords		
	Red Pine		35	Cords		
	White Pine		24	Cords		
		TOTAL:	45.9	MBF		
		TOTAL:	466	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Duck & Cover Aspen Sale Number: 54-014-23 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by Red Paint. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be used to close off landings.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing roads. Only skid trails and landings will be allowed.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height. Slash must be scattered and not left in windrows.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.5 - Oak wilt restriction (1/18)

Within the sale area, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, leave one 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably a hardwood species such as oak or maple or if no hardwoods are present, a pine species (white or red). These will be evenly scattered throughout the unit. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.39 - ORV trail/route protection (4/18)

The Black Lake Trail is an ORV Trail that runs along the south side of the sale area and is shown on the Timber Sale map. Do not cut or damage posts with ORV trail markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do NOT run equipment down the ORV trail.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

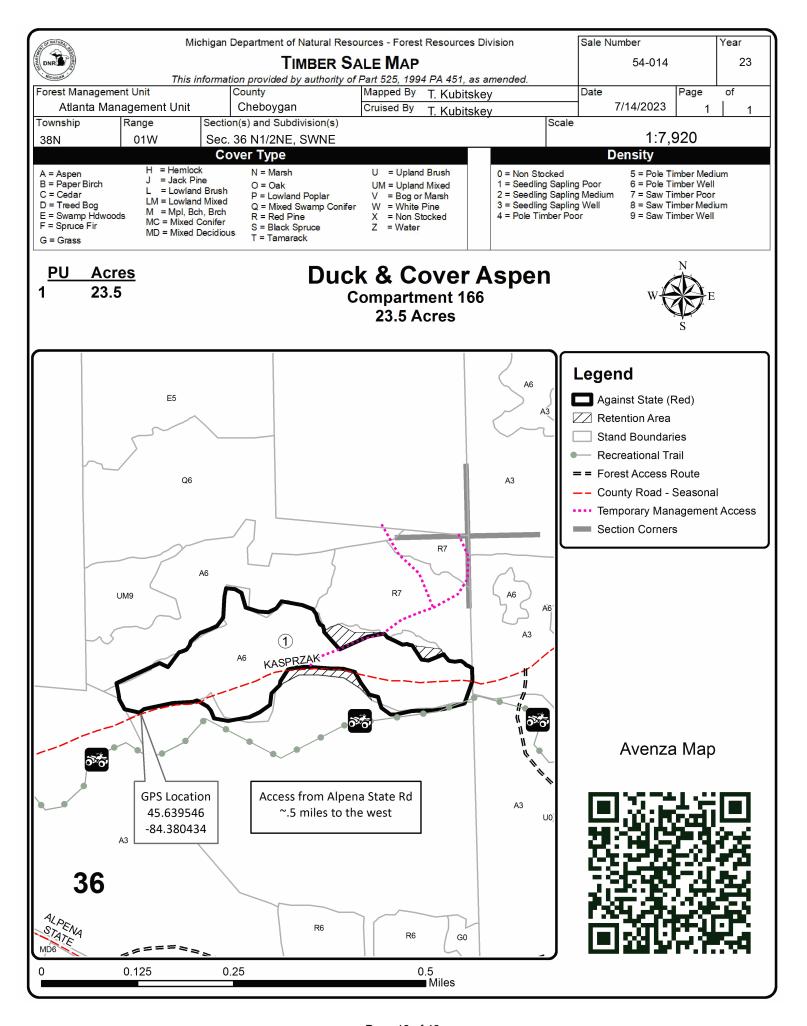
#### 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Kasprzak Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Black Lake Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 8/10/2023 10:42:20AM



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#### TIMBER SALE INFORMATION

Wilds Road Aspen Mix (54-007-22)
T29N, R09E, SEC. 29; T29N, R09E, SEC. 32; T29N, R09E, SEC. 33.

Alpena County (Advertised Price \$58,403.75)

SALE NOTE: There is an Oak Wilt Restriction on Payment Units 4 and 5. Refer to sale spec 5.2.3.5 - Oak Wilt Restriction for details.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black/Red (Hybrid) Oak	34.8	MBF	\$	146.00 / MBF
Mixed Aspen	57.0	MBF	\$	127.00 / MBF
Red Maple	13.0	MBF	\$	104.00 / MBF
Red Pine	9.4	MBF	\$	143.00 / MBF
Pulpwood				
Balsam Fir	49	Cords	\$	28.05 / Cord
Black/Red (Hybrid) Oak	75	Cords	\$	34.70 / Cord
Jack Pine	5	Cords	\$	12.20 / Cord
Mixed Aspen	1,149	Cords	\$	28.30 / Cord
Mixed Hardwood	166	Cords	\$	28.45 / Cord
Mixed Spruce	13	Cords	\$	9.95 / Cord
Paper Birch	60	Cords	\$	14.45 / Cord
Red Pine	25	Cords	\$	42.05 / Cord
White Pine	2	Cords	\$	31.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.90 percent. There are an estimated 1,722 cords on this timber sale, plus or minus 239 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$2,920.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

. , ,	J	3 3
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		13.2%
02		21.7%
03		10.9%
04		26.3%
05		27.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2026.

#### SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
136,037	1,722	13.90%	1,483	1,961

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
11	53,214	674	26.96%	492	855
23	14,455	183	79.24%	38	328
44	68,368	865	17.22%	716	1,014
TOTAL:	136,037	1,722		1,246	2,198

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
11	20.9	1	7.9
		2	13.0
23	4.9	3	4.9
44	25.6	4	12.4
		5	13.2
TOTAL:	51.4		51.4

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	4.1	MBF	7.9	\$7,699.75
	B. T. Aspen		0.4	MBF		
	Quaking Aspen		3.7	MBF		
	Red Maple		0.8	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		245	Cords		
	B. T. Aspen		36	Cords		
	Balsam Poplar		15	Cords		
	Quaking Aspen		194	Cords		
	Mixed Hardwood		1	Cords		
	Red Maple		1	Cords		
	Mixed Spruce		5	Cords		
	White Spruce	Sawtimber	1.4	MBF		
	White Spruce	Pulpwood	2	Cords		
2	Mixed Aspen	Sawtimber	6.7	MBF	13.0	\$12,695.80
	B. T. Aspen		0.7	MBF		
	Quaking Aspen		6.0	MBF		
	Red Maple		1.3	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen	·	403	Cords		
	B. T. Aspen		58	Cords		
	Balsam Poplar		25	Cords		
	Quaking Aspen		320	Cords		
	Mixed Hardwood		2	Cords		
	Red Maple		2	Cords		
	Mixed Spruce		8	Cords		
	White Spruce	Sawtimber	2.2	MBF		
	White Spruce	Pulpwood	4	Cords		
3	Mixed Aspen	Sawtimber	10.2	MBF	4.9	\$6,349.45
	B. T. Aspen		5.9	MBF		φο,ο τοι το
	Quaking Aspen		4.3	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen		156	Cords		
	B. T. Aspen		30	Cords		
	Quaking Aspen		126	Cords		
	Mixed Hardwood		15	Cords		
	Basswood	Sawtimber	0.9	MBF		
	Basswood	Pulpwood	3	Cords		
	Sugar Maple	,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10	Cords		
	Paper Birch		5	Cords		
	Paper Birch	Sawtimber	1.4	MBF		
	Paper Birch	Pulpwood	2	Cords		
4	Black/Red (Hybrid	•	16.9	MBF	12.4	\$15,337.30
7	Mixed Aspen	Cawanibei	17.4	MBF	12.4	Ψ10,007.00
	B. T. Aspen		17.4	MBF		
	Red Maple		5.3	MBF		
	Red Pine		4.6	MBF		
		Dulpwood				
	Balsam Fir	Pulpwood	17 36	Cords Cords		
	Black/Red (Hybrid					
	Jack Pine		2 167	Cords		
	Mixed Aspen		167	Cords		
	B. T. Aspen		167	Cords		
	Mixed Hardwood		72	Cords		
	Red Maple		71	Cords		
	<b>.</b>		· ·			
	<i>∍berry (Juneberry)</i> Paper Birch		1 27	Cords Cords		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Paper Birch	Sawtimber	1.8	MBF		
	Paper Birch	Pulpwood	23	Cords		
	Red Pine		12	Cords		
	White Pine		1	Cords		
5	Black/Red (Hybrid	Sawtimber	17.9	MBF	13.2	\$16,321.45
	Mixed Aspen		18.6	MBF		
	B. T. Aspen		18.6	MBF		
	Red Maple		5.6	MBF		
	Red Pine		4.8	MBF		
	Balsam Fir	Pulpwood	18	Cords		
	Black/Red (Hybrid		39	Cords		
	Jack Pine		3	Cords		
	Mixed Aspen		178	Cords		
	B. T. Aspen		178	Cords		
	Mixed Hardwood		76	Cords		
	Red Maple		75	Cords		
	eberry (Juneberry)		1	Cords		
	Paper Birch		28	Cords		
	Paper Birch	Sawtimber	2.0	MBF		
	Paper Birch	Pulpwood	24	Cords		
	Red Pine		13	Cords		
	White Pine		1	Cords		
		TOTAL:	114.2	MBF		
_		TOTAL:	1,544	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Wilds Road Aspen Mix Sale Number: 54-007-22 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and orange paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint with one exception. Wilds Road is the north boundary of Payment Units 4 and 5 and is not painted. Interior Payment Unit boundaries are marked with orange paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Orange painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH except do not cut or damage cedar or hemlock in any payment unit. In addition, do not cut or damage trees marked with green paint or yellow paint in Payment Units 4 and 5. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to specified tree seedlings and saplings.

Within Payment Units 4 and 5, if more than 25% of the pine seedlings or saplings (1/4" to 4.5" DBH) are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within Payment Units 4 and 5, if more than 5% of yellow painted trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.6 - Road construction (1/09)

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts.

Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat

on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted. All operations are limited to existing roads. Skid trails only will be allowed.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 4 and 5, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant tree sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all purple ringed trees after all designated wood has been forwarded from a Payment Unit. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered

away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

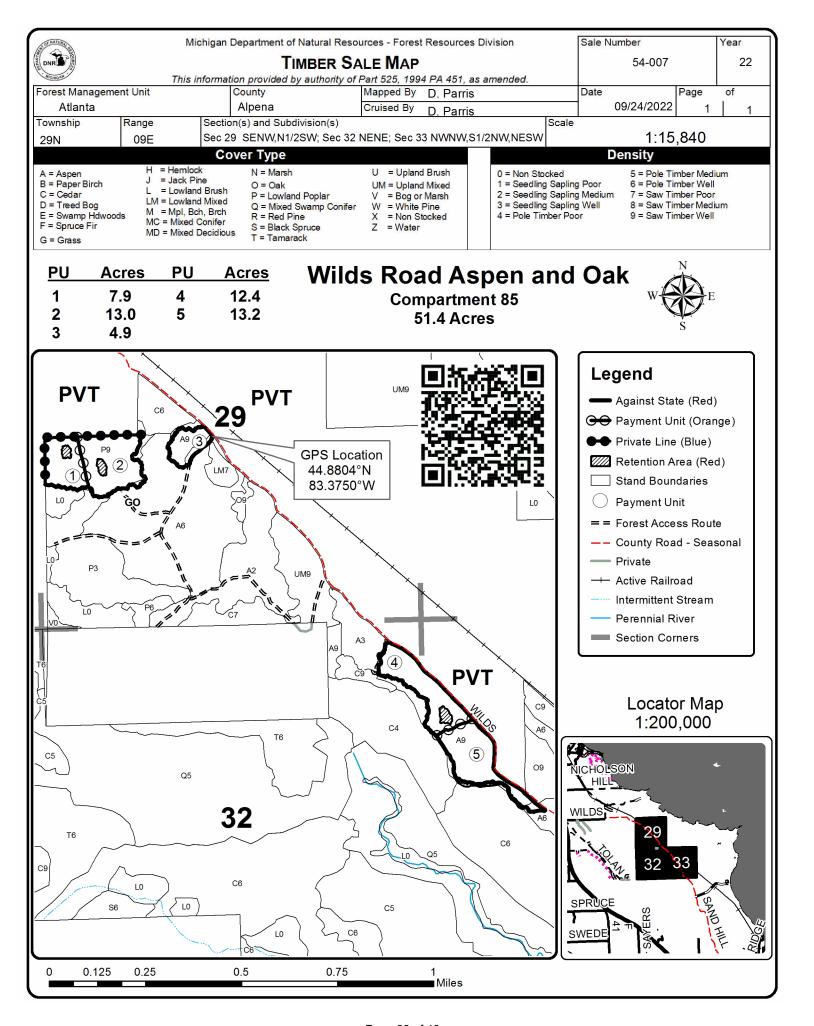
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on forest roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 8/23/2023 10:05:36AM



#### TIMBER SALE INFORMATION

#### Hard Bottom Mix (54-020-22) T36N, R02E, SEC. 27.

Presque Isle County (Advertised Price \$29,102.55)

SALE NOTE: Within Payment Units 1-4, cutting, skidding and hauling are limited to very dry or frozen ground conditions (see spec 5.2.3.1). In order to establish usable/operable access to Payment Units 2 and 3, it is required that Payment Unit 1 be harvested first (see spec 3.6.1). Note that there are some challenging operational conditions and long skidding/hauling distances in Payment Units 1-3. Although lowland conditions are common throughout the Sale Area, there tended to be a cobble and/or hard rock bottom just below the soil substrate.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADVE</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	88.6	MBF	\$	42.00 / MBF
N. White Cedar	125.6	MBF	\$	20.00 / MBF
Red Maple	64.3	MBF	\$	35.00 / MBF
Red Oak	7.3	MBF	\$	66.00 / MBF
Red Pine	77.6	MBF	\$	48.00 / MBF
White Pine	26.7	MBF	\$	51.00 / MBF
Pulpwood				
Balsam Fir	98	Cords	\$	9.35 / Cord
Mixed Aspen	361	Cords	\$	9.45 / Cord
Mixed Hardwood	549	Cords	\$	9.50 / Cord
Mixed Spruce	145	Cords	\$	3.30 / Cord
N. White Cedar	362	Cords	\$	7.80 / Cord
Paper Birch	190	Cords	\$	4.80 / Cord
Red Oak	53	Cords	\$	11.55 / Cord
Red Pine	27	Cords	\$	14.00 / Cord
White Pine	29	Cords	\$	10.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.61 percent. There are an estimated 2,796 cords on this timber sale, plus or minus 549 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,455.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	48.5%
02	7.4%
03	10.6%
04	33.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

#### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	ORDS PERCENT ERROR MINIMUM MAXIM		
220,899	2,796	19.61%	2,248	3,345

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
13	118,050	1,494	29.15%	1,059	1,930
24	71,308	903	27.12%	658	1,147
28	9,698	123	85.44%	18	228
35	14,347	182	202.83%	0	550
89	7,496	95	127.80%	0	216
TOTAL:	220,899	2,796		1,734	4,071

#### **VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
13	32.9	1	32.9
24	25.3	4	25.3
28	10.7	2	10.7
35	5.1	3	5.1
89	3.5	3	3.5
TOTAL:	77.5		77.5

## **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	65.0	MBF	32.9	\$14,110.70
	B. T. Aspen		55.5	MBF		
	Quaking Aspen		9.5	MBF		
	N. White Cedar		108.2	MBF		
	Red Maple		19.5	MBF		
	Red Pine		4.8	MBF		
	White Pine		3.8	MBF		
	Balsam Fir	Pulpwood	39	Cords		
	Mixed Aspen		249	Cords		
	B. T. Aspen		126	Cords		
	Quaking Aspen		123	Cords		
	Mixed Hardwood		244	Cords		
	Red Maple		244	Cords		
	Mixed Spruce		48	Cords		
	Black Spruce		7	Cords		
	White Spruce		41	Cords		
	N. White Cedar		282	Cords		
	Paper Birch		79	Cords		
	Paper Birch		79 79	Cords		
	Red Oak		15	Cords		
	Red Pine		2	Cords		
	White Pine		13	Cords		
2	Mixed Aspen	Sawtimber	3.8	MBF	10.7	\$2,154.95
2	-	Sawtillibei	3.8	MBF	10.7	φ2,104.90
	B. T. Aspen Red Maple					
	Red Maple Red Pine		0.8	MBF MBF		
		Dulpurood	31.5			
	Mixed Aspen	Pulpwood	9	Cords		
	B. T. Aspen		9	Cords		
	Mixed Hardwood		11	Cords		
	Red Maple		11	Cords		
	Red Pine		16	Cords		
	White Pine		4	Cords		
3	Mixed Aspen	Sawtimber	8.0	MBF	8.6	\$3,082.60
	B. T. Aspen		8.0	MBF		
	Red Maple		22.1	MBF		
	Red Oak		2.2	MBF		
	Red Pine		1.9	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Aspen		34	Cords		
	B. T. Aspen		34	Cords		
	Mixed Hardwood		95	Cords		
	Red Maple		95	Cords		
	N. White Cedar		7	Cords		
	Paper Birch		41	Cords		
	Paper Birch		41	Cords		
	Red Oak		8	Cords		
	Red Pine		1	Cords		
	White Pine		5	Cords		
4	Mixed Aspen	Sawtimber	11.8	MBF	25.3	\$9,754.30
	B. T. Aspen		11.8	MBF		·
	N. White Cedar		17.4	MBF		
	Red Maple		21.9	MBF		
	Red Oak		5.1	MBF		
	Red Pine		39.4	MBF		
		l	55.∓	I	Ī	
			22 Q	MBF		1
	White Pine Balsam Fir	Pulpwood	22.9 48	MBF Cords		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Mixed Aspen	Pulpwood	69	Cords		
	B. T. Aspen		15	Cords		
	Quaking Aspen		54	Cords		
	Mixed Hardwood		199	Cords		
	Silver Maple	Sawtimber	2.2	MBF		
	Red Maple	Pulpwood	157	Cords		
	Silver Maple		38	Cords		
	Mixed Spruce		97	Cords		
	Black Spruce		97	Cords		
	N. White Cedar		73	Cords		
	Paper Birch		70	Cords		
	Paper Birch	Sawtimber	10.6	MBF		
	Paper Birch	Pulpwood	49	Cords		
	Red Oak		30	Cords		
	Red Pine		8	Cords		
	White Pine		7	Cords		
		TOTAL:	390.1	MBF		
		TOTAL:	1,814	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hard Bottom Mix Sale Number: 54-020-22 Seq#: 3

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior retention islands are marked with red painted 'X's'. Boundary excluded retention areas are shown on the Timber Sale Map. No harvesting may occur within any designated retention area. The red, blue and yellow painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 3 & 4, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Unit 1, do not cut red and white pine that are twenty (20) inches or more at DBH or any hemlock.
- Within Payment Unit 3, do not cut any hemlock, yellow birch, or trees marked with green paint.
- Within Payment Unit 4, do not cut red pine that are twenty-four (24) inches or more at DBH or white pine that are twenty (20) inches or more at DBH. In addition, do not cut any hemlock or trees marked with green paint.

See Sale Condition 3.4.1 - "Damaged Timber" regarding protection of pine, oak and spruce seedlings/saplings in Payment Units 1-4.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 2. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1, 3 & 4, chipping of limbs or tops is not permitted in order to protect areas with wet sensitive soils. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division allowed for Payment Units 1 & 4.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable

trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees and designated retention areas. Within the Sale Area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to pine, oak and spruce seedlings and saplings within Payment Units 1-4. As much as possible, harvesting operations should try to go around pockets that are heavy with pine, oak and spruce seedlings/saplings, many of which are 5-20 feet tall. Within the Sale Area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the Sale Area that was damaged. Seedling and saplings cut cleanly in skid rows for operability will not be counted as damaged timber.

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are the handful of Legacy white and red pine trees located throughout Payment Units 1-4. Legacy trees are longer-lived species that are twenty-six (26) inches or more at DBH, or 150+ years old. In either case they will exhibit some of the following characteristics: presence of hollows and cavities, broken tops/crowns, fire scars, thick plate-like fire-resistant bark and super-canopy crown position. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.1 - Order of cutting (1/09)

Unless the Purchaser is granted permission through private property, Payment Unit 1 must be harvested first, to establish access to Payment Units 2 and 3.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed; the Sale Administrator will identify these locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Stumps from road building and landing construction should be reserved and then used to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Access routes to each Payment Unit already have holes or may develop holes depending on seasonal conditions. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes cobble and/or crushed rock.

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads may need to be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.6 - Utility R.O.W. (4/19)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, Payment Units 1-4 shall be left with slash evenly distributed. Bunched tops within the cutting area that have not been used to construct brush piles (see spec 5.2.4.2) shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-4, unless changed by written agreement, cutting, skidding, and hauling are limited to very dry or frozen ground conditions. This restriction is because of operationally difficult wet and sensitive soils located throughout areas of Payment Units 1-4.

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in Payment Units 1, 3 and 4 must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave evenly scattered, linear (not round) brush piles composed of at least six (6) of the largest available tops on the ground for every two (2) acres within Payment Units 1, 3 and 4. These brush piles can be constructed from the tops of any available tree species. Focus placing some brush piles near or against lowland ground that borders areas of Payment Units 1, 3 and 4. Contact the Sale

Administrator for specific details of design and placement.

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

#### 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees painted with a Pink "D" within Payment Units 1-4. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over. If it becomes impractical or impossible to push over a tree, severing or partially severing the tree is acceptable.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (5/23)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Two known locations that might require mats are shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Amendment will be used to document the Purchaser's use of the DNR's mats. Contact the Sale Administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the Sale Administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.39 - ORV trail/route protection (4/18)

Bummers Roost ATV Trail is located west of Payment Unit 4 and is shown on the Timber Sale Map. The trail intersects the -likely- haul route that will be used during operations in Payment Unit 4. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

#### 5.2.41 - Snowmobile trail protection (9/11)

Snowmobile Trail 99 is located south of Payment Unit 4 and is shown on the Timber Sale Map. Haul trucks will need to use a portion of the trail once operations begin in Payment Unit 4. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 10-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. Any stumps within 10 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which are 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

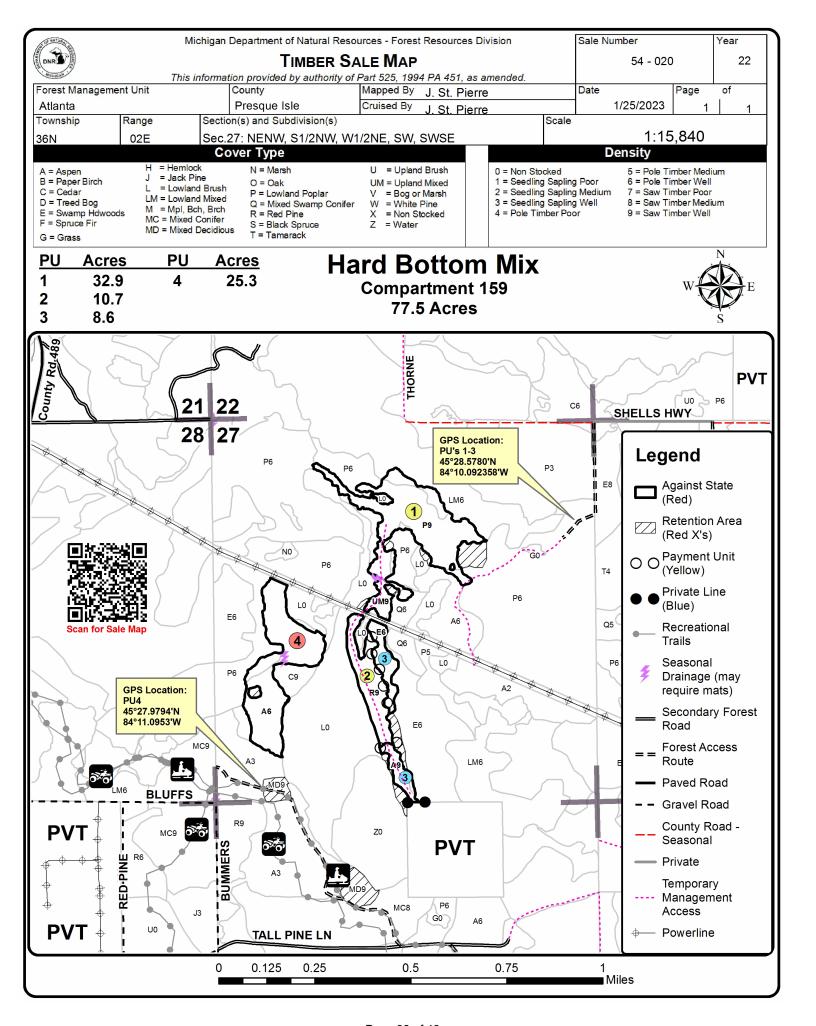
#### 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on haul roads prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 6.2.3 - Recreational trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail 99 and Bummers Roost ATV Trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 8/21/2023 3:47:38PM



#### **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Wilds Road Aspen Mix (54-007-22)

T29N, R09E, SEC. 29; T29N, R09E, SEC. 32; T29N, R09E, SEC. 33; Alpena

In response to the notice of sale to be held 10:00 a.m. (local time) on December 5, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED '	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Black/Red (Hybrid) Oak	34.8	MBF	\$	146.00/MBF	\$
Mixed Aspen	57.0	MBF	\$	127.00/MBF	\$
Red Maple	13.0	MBF	\$	104.00/MBF	\$
Red Pine	9.4	MBF	\$	143.00/MBF	\$
Pulpwood					
Balsam Fir	49	Cords	\$	28.05/Cord	\$
Black/Red (Hybrid) Oak	75	Cords	\$	34.70/Cord	\$
Jack Pine	5	Cords	\$	12.20/Cord	\$
Mixed Aspen	1,149	Cords	\$	28.30/Cord	\$
Mixed Hardwood	166	Cords	\$	28.45/Cord	\$
Mixed Spruce	13	Cords	\$	9.95/Cord	\$
Paper Birch	60	Cords	\$	14.45/Cord	\$
Red Pine	25	Cords	\$	42.05/Cord	\$
White Pine	2	Cords	\$	31.40/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.90 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	_ <del>-</del>	or SOC	IAL SECURITY NU	MBER:			
	Company or individ	dual bidding:						
	Company represer	ntative's name:						
	Address:					-		
	City:		State:	Zip:		_		
F AVAILA	ABLE, PLEASE PLA	CE THE PERSON	ALIZED LABE	EL FROM YOUR PF	ROSPECTUS IN	THE ABOVE BO	OX.	<u> </u>
ndividual	or company represe	entative's signatur	e:			_ Date:		
Phone nu	mber :			Email (optional):_				

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

#### **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written significant.	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:						
1.	<ol> <li>My business is organized as (you must check one of the book.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	oxes below):					
2.	<ol> <li>You must check <u>one</u> of the boxes below:</li> <li>A.          I certify my business is a sole proprietorship and it has no e</li> </ol>	mployees but the sole proprietor. I am not subject to the					
	Worker's Compensation Laws.  B.  I certify my business has satisfied its o bligation to the Work	er's Compensation Act through the use of an approved Notice of e Notice of Exclusion within 21 days of the contract award. (For					
	C.  I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-					
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").							
	Full-time Employees	Part-time Employees					
Nan	Name of Business	Federal ID (or) Social Security No.					
Add	Address	Telephone ( )					
City	City State .	ZIP					
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and fu						
•	Signature of Owner or Authorized Representative						
=	Title	Date					

Please complete the "SEALED BID" information on the next page

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Decoy Jack Pine (54-011-23)

T32N, R02E, SEC. 11; T32N, R02E, SEC. 14; T32N, R02E, SEC. 2; Montmorency

In response to the notice of sale to be held 10:00 a.m. (local time) on December 5, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	ADVERTISED PRICE		BID PRICE/UNIT
Jack Pine	15.1 MBF	\$ 45.	.00/MBF	\$
Red Pine	36.4 MBF	\$ 143.	.00/MBF	\$
White Oak	11.8 MBF	\$ 88.	.00/MBF	\$
White Pine	4.1 MBF	\$ 153.	.00/MBF	\$
Pulpwood				
Balsam Fir	2 Cords	\$ 28.	.05/Cord	\$
Jack Pine	934 Cords	\$ 12.	.20/Cord	\$
Mixed Oak	136 Cords	\$ 34.	.70/Cord	\$
Quaking Aspen	28 Cords	\$ 28.	.30/Cord	\$
Red Maple	18 Cords	\$ 28.	.45/Cord	\$
Red Pine	85 Cords	\$ 42.	.05/Cord	\$
White Pine	15 Cords	\$ 31.	.40/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.03 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: - \_\_\_\_ or SOCIAL SECURITY NUMBER:\_\_\_\_-

	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	- NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.			
Individual	or company representative's signatu	re:		Date:			
Phone nu	hone number : Email (optional):						

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

1. My business is organized as (you **must** check <u>one</u> of the boxes below):

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

	A. ☐ Sole Proprietorship (individual)	
	B.  Partnership	
	C. Corporation	
2.	2. You <b>must</b> check <u>one</u> of the boxes below:	
	A.   I certify my business is a sole proprietorship and it has no en Worker's Compensation Laws.	nployees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worke Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Worker	Notice of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I one (21) days of the contract award.	will provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate t than yourself, including family members and active partners	
	Full-time Employees	Part-time Employees
Nan	Name of Business	ederal ID (or) Social Security No.
		3.00.00.00
Add	Address T	elephone )
City	City State Z	IP
	I hereby certify that the above information is true and correct. I a in factors affecting my coverage during any of my present and fu	
5	Signature of Owner or Authorized Representative	
7	Title	Date

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### <u>Duck & Cover Aspen (54-014-23)</u> T38N, R01W, SEC. 36; Cheboygan COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 5, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED \	<u>/OLUME*</u>	ADVERTISED PRICE		BID PRICE/UNIT
Sawtimber					
Black/Red (Hybrid) Oak	17.4	MBF	\$	146.00/MBF	\$
Red Pine	11.6	MBF	\$	143.00/MBF	\$
White Pine	16.9	MBF	\$	153.00/MBF	\$
Pulpwood					
B. T. Aspen	300	Cords	\$	28.30/Cord	\$
Black/Red (Hybrid) Oak	93	Cords	\$	34.70/Cord	\$
Mixed Hardwood	14	Cords	\$	28.45/Cord	\$
Red Pine	35	Cords	\$	42.05/Cord	\$
White Pine	24	Cords	\$	31.40/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 20.58 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_ \_ \_ \_ \_ \_ or SOCIAL SECURITY NUMBER: \_\_\_ - \_ - \_ \_ - \_ \_ -

	Company or individual bidding:	npany or individual bidding:			
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:				_
Dhono nu	Phono number:				

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e boxes below):			
2.	You <b>must</b> check <u>one</u> of the boxes below:  A.   I certify my business is a sole proprietorship and it has n	no amployage but the sole proprietor. I am not subject to the			
	Worker's Compensation Laws.  B.   I certify my business has satisfied its o bligation to the W	/orker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For			
	C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicathan yourself, including family members and active partr	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").			
	Full-time Employees	Part-time Employees			
lam	ne of Business	Federal ID (or) Social Security No.			
Addr	ress	Telephone ( )			
City	State	ZIP			
	ereby certify that the above information is true and correct actors affecting my coverage during any of my present an	t. I agree to notify the Michigan DNR of any changes that occur ad future operations.			
S	Signature of Owner or Authorized Representative				
Ti	Fitle	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

#### **BID FORM**

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

# Hard Bottom Mix (54-020-22) T36N, R02E, SEC. 27; Presque Isle COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 5, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AD\	/ERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Mixed Aspen	88.6	MBF	\$	42.00/MBF	\$
N. White Cedar	125.6	MBF	\$	20.00/MBF	\$
Red Maple	64.3	MBF	\$	35.00/MBF	\$
Red Oak	7.3	MBF	\$	66.00/MBF	\$
Red Pine	77.6	MBF	\$	48.00/MBF	\$
White Pine	26.7	MBF	\$	51.00/MBF	\$
Pulpwood					
Balsam Fir	98	Cords	\$	9.35/Cord	\$
Mixed Aspen	361	Cords	\$	9.45/Cord	\$
Mixed Hardwood	549	Cords	\$	9.50/Cord	\$
Mixed Spruce	145	Cords	\$	3.30/Cord	\$
N. White Cedar	362	Cords	\$	7.80/Cord	\$
Paper Birch	190	Cords	\$	4.80/Cord	\$
Red Oak	53	Cords	\$	11.55/Cord	\$
Red Pine	27	Cords	\$	14.00/Cord	\$
White Pine	29	Cords	\$	10.45/Cord	\$
1					

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual or company representative's signature: Date:			_		
Phone number : Email (optional):				_	

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 19.61 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY** COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

#### **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	lease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	the boxes below):			
2.					
	A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.				
	B.   I certify my business has satisfied its o bligation to the	e Worker's Compensation Act through the use of an approved Notice of by of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517 -322-1195).			
	C.   I certify my business has a Worker's Compensation F one (21) days of the contract award.	Policy. I will provide an original Certificate of Insurance within twenty-			
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees			
Nam	me of Business	Federal ID (or) Social Security No.			
Add	dress	Telephone ( )			
City	y State	ZIP			
in fa _	factors affecting my coverage during any of my present	ect. I agree to notify the Michigan DNR of any changes that occur and future operations.			
S	Signature of Owner or Authorized Representative				
Ī	Title	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)